CARRIERS — DISCRIMINATION AND OVERCHARGE — FREIGHT RATES QUOTED BY MISTAKE. — A state law provided that no railroad should make discriminating rates. The defendant, by mistake, quoted to the plaintiff a rate less than that regularly charged for like services. The plaintiff shipped the goods, but the defendant, discovering the mistake before delivery, exacted the full rate. The plaintiff brought an action for breach of the contract. *Held*, that the plaintiff cannot recover. *Haurigan* v. *Chicago and Northwestern R. R. Co.*, 117 N. W. 100 (Neb.).

Statutes prohibiting discrimination by common carriers are being very generally enacted, and the court in the principal case affirms the construction generally given to them. *Savannah, etc., R. Co.* v. *Bundich*, 94 Ga. 775; *Texas, etc., R. Co.* v. *Mugg*, 202 U. S. 242. The case in fact overrules a former decision, which was the only authority for the view that the contract was not void, as being illegal, if the railroad was acting under a mistaken belief in quoting a discriminating rate. *Mo. P. Ry. Co. v. Crowell, etc., Co.*, 51 Neb. 293. In the application of such statutes the intent of the contracting parties is immaterial. This is manifestly hard on the shippers, who may be induced to make shipments which they would not otherwise have made; but any other construction would defeat the purpose of the statute.

CONSTITUTIONAL LAW — ENFORCEMENT OF JUDGMENTS — JUDGMENT OF SISTER STATE ON ILLEGAL CONTRACT. — The defendant was associated with the plaintiff in certain transactions in cotton futures in Mississippi, which were illegal by the laws of that state. A controversy as to defendant's indebtedness under these transactions was submitted to arbitration and the award was given against the defendant. The defendant being temporarily in Missouri, the plaintiff brought an action there against him on the award, and obtained judgment. This judgment he sought to enforce in Mississippi. *Held*, that Mississippi must enforce the judgment. *Fauntleroy* v. *Lum*, 210 U. S. 230. See NOTES, p. 51.

CORPORATIONS — INSOLVENCY OF CORPORATION — RECEIVER'S CAPACITY IN SUIT AGAINST STOCKHOLDER. — A receiver of an insolvent corporation sued on an unpaid stock subscription note. In answer to the defendant's plea that the subscription was obtained by the fraud of the corporation, the receiver replied that certain creditors became such on the faith of the defendant's subscription. *Held*, that there can be no recovery. *Marion Trust Co.* v. *Blish*, 84 N. E. 814 (Ind., Sup. Ct.).

A receiver of a corporation, while representing the interests of both stockholders and creditors, takes his title under and through the corporation. For the purposes of litigation he stands in the shoes of the corporation. *Curtis* v. *Leavitt*, 15 N. Y. 1. Hence, though it is generally settled that a receiver may sue to recover unpaid stock subscriptions, the fraud of the corporation should rightly be a *prima facie* defence. *Gainey* v. *Gilson*, 149 Ind. 58. The one exception to the general doctrine that the receiver stands in no stronger position than the corporation, is that when the creditors have been defrauded, as in the misapplication or fraudulent disposition of corporate property, the receiver succeeds to their rights. *Alexander* v. *Relfe*, 74 Mo. 495. See *Curtis* v. *Leavitt*, *supra*. Even in such suits he must represent the rights, not of a few, but of the entire body of creditors. *American Trust, etc., Bank* v. *McGettigan*, 152 Ind. 582. Hence in the present case, even assuming that the specified defrauded creditors had rights against the defendant on the ground of estoppel, the receiver does not represent such special equities. See *Audenried* v. *Betteley*, 87 Mass. 382. The decision, therefore, seems correct.

CORPORATIONS — PROMOTERS — DISCLOSURE OF INTEREST TO DUMMY DIRECTORS. — The defendant and others, owners of certain parcels of property, formed a corporation, intending to sell to it at a profit in cash or shares, and offer stock for public subscription. When only forty shares had been issued, which were held by the defendant's dummies, the contract to buy the property was entered into by the corporation with the assent of all the shareholders. Two